

GreenPower Terms and Conditions

These GreenPower Term and Conditions apply between EnergyAustralia Pty Ltd (ABN 99 086 014 968) (“we”, “us”, “our”) and you, a customer that purchases one of our GreenPower Products (**GreenPower Contract**).

This GreenPower Contract sets out our agreement to purchase and surrender GreenPower-accredited electricity in the form of large-scale generation certificates equivalent to a nominated percentage of your electricity use (GreenPower Product) and your agreement to purchase the GreenPower Product.

Some key terms to be aware of

This GreenPower Contract contains a range of rights and obligations you have under the GreenPower Product, and you should read them fully. Here are some of the key terms you should be aware of:

- **GreenPower-accredited electricity does not directly supply your premises (clause 5-7):** The GreenPower-accredited electricity does not feed directly into your premises’ power supply but is dispatched into the overall electricity grid.
- **Termination (clause 13-16):** We may terminate your GreenPower Product if it is no longer accredited, if your Eligible Retail Contract with us ends, where you have materially breached this GreenPower Contract or where we give you at least 30 days’ prior written notice. You may terminate your GreenPower Contract for any reason by providing us 30 days prior written notice.
- **Warranties and liability (clause 25-27):** Other than any warranties we are unable to exclude by law, our breach of this GreenPower Contract, or our negligent acts or omissions, we are not otherwise liable to you for any Loss under this GreenPower Contract.

Does this GreenPower Contract apply to you?

1. If you purchase electricity from us pursuant to an Eligible Retail Contract and purchase one of our GreenPower Products, this GreenPower Contract applies to your purchase of the GreenPower Product only. Please note, our GreenPower Products may not be available to purchase with all our electricity products.
2. This GreenPower Contract applies to “Small Customers” only, within the meaning of the energy rules. This GreenPower Contract does not apply to you if you are not a Small Customer, or if your premises is in an embedded network.
3. To be eligible to purchase a GreenPower Product, you must have an active Eligible Retail Contract. If your Eligible Retail Contract ends, you will no longer be eligible to purchase a GreenPower Product.
4. Your electricity supply to your premises is governed by your Eligible Retail Contract. This GreenPower Contract is separate to any Eligible Retail Contract and does not limit, vary or exclude the operation of any Eligible Retail Contract.

Term of this GreenPower Contract

5. This GreenPower Contract commences on the Commencement Date and continues until the earlier of the date:
 - a. your Eligible Retail Contract with us ends for any reason; or
 - b. we or you terminate this GreenPower Contract in accordance with this GreenPower Contract (**Term**).

GreenPower-accredited electricity

6. Your Energy Plan Details will set out the percentage of your electricity use applicable to your GreenPower Product (**GreenPower Product Percentage**).
7. In accordance with the National GreenPower Accreditation Program, we will purchase and surrender GreenPower-accredited electricity in the form of large-scale generation certificates, equivalent to the GreenPower Product Percentage.
8. You acknowledge that:
 - a. entering this GreenPower Contract does not result in GreenPower-accredited electricity being fed directly into your premises’ power supply;
 - b. the electricity produced from GreenPower-accredited electricity generators is dispatched into the communal electricity grid and cannot be distinguished from electricity produced from non-renewable electricity sources; and

- c. therefore, we cannot guarantee that any or all the electricity supplied to your premises is partly or exclusively generated from GreenPower-accredited electricity sources.

Billing and payment

9. You agree to pay the amount for your selected GreenPower Product as shown in your Energy Plan Details.
10. The GreenPower Product charges will be set out on your electricity bills. You agree to pay the GreenPower Product charges by the due date set out on your electricity bill.
11. You will continue to receive your electricity bills in accordance with your Eligible Retail Contract.
12. The GreenPower Product charges will be charged in addition to the electricity tariffs and charges that you are obliged to pay under your Eligible Retail Contract.
13. We may vary the amount(s) you pay for your GreenPower Product from time to time. If we do, we will provide you with reasonable prior written notice.

Terminating this GreenPower Contract

14. You may terminate this GreenPower Contract:
 - a. pursuant to clauses 25-27 (inclusive) (Non-Excludable Obligations); or
 - b. by providing us with at least 30 days’ prior written notice of your intention to terminate this GreenPower Contract.
15. Termination of your GreenPower Contract won’t affect the sale of electricity under your Eligible Retail Contract.
16. Your GreenPower Contract may be terminated by us:
 - a. immediately where your GreenPower Product ceases to be accredited under the rules of the National GreenPower Accreditation Program, or the rules of the National GreenPower Accreditation Program change or end in a manner that means we are no longer able to provide the GreenPower product to you;
 - b. immediately if your Eligible Retail Contract with us terminates or expires for any reason;
 - c. immediately where you have breached a material term of this GreenPower Contract and have not rectified that breach within 14 days of receipt of a written notice from us; or
 - d. upon us providing you with 30 days’ prior written notice of our intention to terminate this GreenPower Contract.
17. You acknowledge that:
 - a. where your Eligible Retail Contract is terminated for any reason, then this GreenPower Contract will automatically co-terminate; but
 - b. where this GreenPower Contract is terminated for any reason, then your Eligible Retail Contract is not automatically co-terminated.

Amending these terms and conditions

18. You can switch to another appropriate GreenPower Product by giving us notice. If you do switch to a different GreenPower Product, this GreenPower Contract will apply to your new GreenPower Product, unless we advise you otherwise.
19. Without limiting clauses 19 and 20, we may amend this GreenPower Contract from time to time by providing you with at least 30 days’ prior written notice. If you do not agree to the new amendments, then you may terminate this GreenPower Contract at any time prior to the relevant changes taking effect. If you do not terminate the GreenPower Contract before the relevant changes take effect, then you will be taken to have accepted the new terms.
20. We may also amend this GreenPower Contract from time-to-time by providing an update on our website where the proposed amendments do not have a material detrimental impact to you.
21. We may also vary this GreenPower Contract immediately to reflect any change to the National GreenPower Accreditation Program, or law which applies to this GreenPower Contract, in which case we will endeavour to provide you with notice.

Your use of GreenPower marketing material

22. The National GreenPower Accreditation Program, as amended from time to time, may provide you with a right to use certain

marketing material in relation to your GreenPower Product. You must apply to use certain GreenPower marketing material directly with the National GreenPower Accreditation Program.

23. You acknowledge that you are solely responsible for ensuring that any use of GreenPower marketing materials and any claims made about your GreenPower Product comply with all applicable laws, regulations, and the requirements of the National GreenPower Accreditation Program.
24. You agree that you will not bring any claim against us, and we accept no liability for any Loss arising out of or in connection with:
 - a. your use of any GreenPower marketing materials made available under the National GreenPower Accreditation Program; or
 - b. any representations or claims made by you in relation to your GreenPower Product.

Warranties

25. There may be non-excludable statutory guarantees, implied conditions or warranties including under consumer protection laws that cannot be excluded (**Non-Excludable Obligations**) which may apply to our supply of the GreenPower Product. If any condition or warranty implied into this GreenPower Contract under the Non-Excludable Obligations cannot be excluded, and we are able to limit your remedy under the Non-Excludable Obligations for a breach of such condition or warranty, then our liability is limited to one or more of the following at our option:
 - a. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of having the goods repaired; or
 - b. in the case of services, the supply of the services again, or the payment of the cost of having the services supplied again.
26. If Non-Excludable Obligations apply and there is a major failure with the services we provide, you are entitled to cancel this GreenPower Contract with us and to a refund for the unused portion, or to compensation for its reduced value (where applicable). You are also entitled to be compensated for any other reasonably foreseeable Loss.
27. If Non-Excludable Obligations apply and the failure does not amount to a major failure, you are entitled to have problems with the services rectified in a reasonable time and, if this is not done, to cancel this GreenPower Contract and obtain a refund for the unused portion of this GreenPower Contract (where applicable).

Liability

28. Except in relation to:
 - a. Non-Excludable Obligations;
 - b. our breach of this GreenPower Contract; and
 - c. our negligent acts or omissions,we are not liable to you for any Loss, including any indirect or consequential Loss, arising directly or indirectly under or in connection with this GreenPower Contract whether arising under any indemnity, statute, in tort (for negligence or otherwise), or on any other basis in law or equity.

Your Privacy

29. You consent to us using, collecting, disclosing and transferring your personal information and sending you information in accordance with our Privacy Policy, available at energyaustralia.com.au/privacy, as amended from time to time. We may also provide you with information on other products and services available to our customers. Personal information is shared within our group of companies and disclosed to other service providers, including credit reporting bureaus, and technology providers to the extent required to undertake these activities. Some of those companies and service providers may be located overseas. For further information, please see the "How do we use your information?" section of our Privacy Policy.
30. Subject to the remainder of this GreenPower Contract and our Privacy Policy, you consent to us contacting you about participating in feedback surveys, studies and/or research projects. We may also contact you about participating in an in-depth

insights' session with other customers of ours or providing testimonials of your experience for marketing purposes.

Notices

31. A notice, consent or other communication under this document is only effective if it is in writing and either left at the addressee's address or sent to the addressee by email (for notices sent to us) or by mail, email or SMS notification (for notices sent to you).
32. You may give us a notice under this GreenPower Contract by leaving it at our address or sending it to us by email. We may give you notices by mail, email or SMS. A notice, consent or other communication that complies with this clause is regarded as given and received:
 - a. if it is delivered, when it has been left at the addressee's address.
 - b. if it is sent by mail, three Business Days after it is posted: or
 - c. on the same day if it is sent in electronic form by email or SMS between 10.00am (Melbourne time) and 10.00pm (Melbourne time) on that day.

Dispute Resolution and complaints

33. In the event of a dispute or complaint regarding this GreenPower Contract, please contact us using the details listed on our website, available at energyaustralia.com.au/complaints-feedback.
34. You may also (including if you are dissatisfied with our response):
 - a. refer the matter to the Energy & Water Ombudsman in your state; or
 - b. access an external dispute resolution scheme (where applicable) or take a complaint to a government regulator.

General

35. This GreenPower Contract is governed by the laws of Victoria, Australia. You agree to the exclusive jurisdiction of the courts in Victoria in relation to any dispute arising from this agreement.
36. This GreenPower Contract contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this GreenPower Contract and has no further effect.
37. Any provision of this GreenPower Contract which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this GreenPower Contract enforceable, unless this would materially change the intended effect of this GreenPower Contract.

Definitions

In this GreenPower Contract, the following terms have the meaning set out below.

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Commencement Date means the date on which (i) in the case of a new customer, your Supply Date under your Eligible Retail Contract or (ii) in the case of an existing customer, the date you notify us of your agreement to purchase a GreenPower Product.

Eligible Retail Contract means a contract between us and you for the supply of electricity to your premises, and to which our GreenPower Products can be applied, as determined by us.

Energy Plan Details means the document we send to you after you enter an Eligible Retail Contract with us, including the prices, and terms and conditions that apply to the Eligible Retail Contract.

Loss means liability, loss, harm, damage, cost or expense.

National GreenPower Accreditation Program means the program and rules that accredit our GreenPower Products.

premises means the premises where you receive electricity from us under and in accordance with your Eligible Retail Contract.

Small Customer means (a) a residential customer; or (b) a business customer who consumes energy at or below a level determined under the energy laws in the relevant State or Territory.

'we', 'us', or 'our' means EnergyAustralia (ABN 99 086 014 968).

'you' or 'your' means the customer purchasing one of our GreenPower Products.